ASSIGNMENT

This Assignment is made on this 14 day of May, 2015, between Ergo (E.B. 2014) Ltd., a company incorporated in Israel (the "**Assignor**") of the one part, and Sum (E.B.) 2015 - Limited Partnership, a limited partnership incorporated in Israel (the "**Assignee**") of the other part.

WHEREAS the Assignor and Southern Trust Company, Inc. have entered into a certain Non-Recourse Promissory Note, dated March 23, 2015, a copy of which is attached hereto as **Schedule A** (the "**Note**"); and

WHEREAS, the Assignor wishes to assign to the Assignee and the Assignee willing to accept from the Assignor the assignment of all the Assignor's right and obligations in and to the Note, as set forth herein;

NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. In accordance with the provisions of the section titled "Successors and Assigns" of the Note, the Assignor hereby irrevocably and unconditionally assigns and transfers to the Assignee, and the Assignee hereby accepts and assumes, all rights and all obligations, duties and undertakings of the Assignor under the Note, effective as of May 3, 2015, and shall assume and agree to the same terms and conditions on which such have been applied to the Assignor at the time of the execution thereof as the Borrower party thereto (as such term is defined therein).

2. This Assignment may be signed in counterpart, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

The Assignor and the Assignee have executed this Assignment as of the first date set forth above.

E. Barak
Ergo (E.B. 2014) Ltd.

E. Barak
Sum (E.B.) 2015 - Limited Partnership (By its general partner - Ergo (E.B. 2014) Ltd.)

We hereby acknowledge and agree to all of the aforesaid,

Southern Trust Company, Inc.